

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266  
FAX (202) 393-2156

OF COUNSEL  
URBAN A. LESTER

RECORDED IN 8014-D FILED IN

AUG 30 1993 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

August 30, 1993

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RECORDED IN 8014-E FILED IN

AUG 30 1993 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two duly executed and acknowledged copies of Amendments No. 1 and No. 2 to Security Agreement-Trust Deed, both dated August 30, 1993, both secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Security Agreement-Trust Deed, dated as of March 1, 1975, which was duly filed with the Commission on July 30, 1975 under Recordation Number 8014.

The names and addresses of the parties to both of the enclosed documents are:

Secured Party: Harris Trust and Savings Bank  
111 West Monroe Street, 12th Floor  
Chicago, Illinois 60690

Debtor: Trust Company for USL, Inc.  
615 Battery Street, 5th Floor  
San Francisco, California 94111

*Handwritten signatures and initials on the left margin, including "Bettie" and "C. Alvord".*

Mr. Sidney L. Strickland, Jr.

August 30, 1993

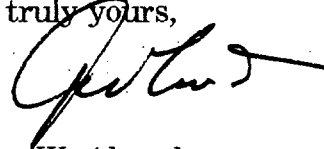
Page 2

A description of the railroad equipment covered by the enclosed document is attached hereto.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

# DESCRIPTION OF EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Car Numbers (RAIX)</u>
DOT111A100W1 Tank Cars	75	6500-6520, 6522-6527, 6529-6576
DOT111A60ALW1 Tank Cars	27	9121-9143, 9145-9148
DOT111A100W1 Tank Cars	8	2350-2357
DOT111A100W1 Tank Cars	24	2600-2607, 2609, 2610, 2612-2614, 2616-2626
DOT111A100W1 Tank Cars	45	6455-6499
DOT105A400W1 Tank Cars	7	2000-2006
AAR204W Tank Cars	13	700-712
5,250 cu. ft. Covered Hopper Cars	304	604998-60512, 60514-60785, 60787-60803
5,700 cu. ft. Covered Hopper Cars	92	57127-57188, 57188-57219

**Interstate Commerce Commission**  
Washington, D.C. 20423

8/30/93

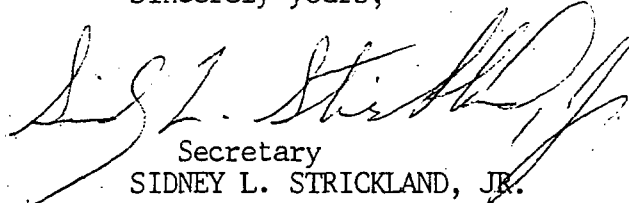
OFFICE OF THE SECRETARY

Robert W. Alvord  
Alvord & Alvord  
918 16th St N.W.  
Washington, D.C. 20423

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on 8/30/93 at 12:05pm, and assigned  
recordation number(s). 8013-A 8014-D & 8014-E

Sincerely yours,



Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

274

8014-E  
RECEIVED 10 AUG 1993

AMENDMENT NO. 2 TO  
SECURITY AGREEMENT-TRUST DEED INTERSTATE COMMERCE COMMISSION

AUG 30 1993 - 12 03 PM

THIS AMENDMENT NO. 2 TO SECURITY AGREEMENT-TRUST DEED dated August 30, 1993 ("Amendment No. 2") between TRUST COMPANY FOR USL, INC., an Illinois corporation, not in its individual capacity but solely as trustee ("Debtor") under the Trust Agreement (U.C. Trust No. 12) dated as of March 1, 1975, among it, United States Leasing International, Inc., a Delaware corporation (formerly a California corporation), as agent for the trustee, and Chase Manhattan Service Corporation, a New York corporation, the trustor named therein and HARRIS TRUST AND SAVINGS BANK, an Illinois corporation, as secured party ("Secured Party").

R E C I T A L S:

WHEREAS, the Debtor and the Secured Party entered into the Security Agreement-Trust Deed dated as of March 1, 1975 (the "Original Security Agreement"), which provided for the creation of an issue of 9% Secured Notes in the aggregate principal amount not to exceed \$17,300,000 (the "Original Notes"), in order to aid in the financing of certain railroad equipment; and

WHEREAS, the Debtor and the Secured Party entered into Amendment No. 1 to Security Agreement-Trust Deed dated as of August 30, 1993 ("Amendment No. 1", and together with the Original Security Agreement herein called the "Amended Security Agreement", and together with this Amendment No. 2, herein called the "Security Agreement") to provide for the issuance of Additional Notes in connection with the prepayment of the Original Notes; and

WHEREAS, immediately prior to the execution and delivery of this Amendment No. 2, \$5,553,362.01 principal amount of the Original Notes were outstanding, all of which have been duly called for prepayment pursuant to Section 5.01 of the Security Agreement, the Debtor has deposited or caused to be deposited on the date hereof with the Secured Party, funds sufficient for the payment thereof on August 30, 1993 (including interest to such date, together with premium thereon), and, by reason of such notice and deposit, the Debtor has satisfied and discharged all of its liability upon such Original Notes; and

WHEREAS, in accordance with Section 2.09 of the Amended Security Agreement, the Debtor desires to supplement the Amended Security Agreement to provide for the issuance of the Additional Notes, in four series, in the aggregate principal amount of \$5,553,362.01 and that the security interests created under the Amended Security Agreement shall, after prepayment of the

Original Notes and the issuance of the Additional Notes, be equally for the benefit, mortgage and security of the holders of the Additional Notes; and

WHEREAS, the Debtor is duly authorized under all applicable provisions of law to issue the Additional Notes, to execute and deliver this Amendment No. 2 and to continue the grant to the Secured Party of the Collateral; and

WHEREAS, all actions, including any required authorizations by the Trustor under the Trust Agreement and all consents, approvals and other authorizations of or by governmental authorities required therefor, have been duly taken or obtained; and

WHEREAS, the capitalized terms used in this Amendment No. 2, unless otherwise expressly provided for herein or unless the context otherwise requires, shall have the respective meanings specified in the Amended Security Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

#### GRANTING CLAUSE

The Debtor hereby reconfirms for the benefit of the holders of the Additional Notes and the Secured Party the sale, conveyance, warrant, mortgage, assignment, pledge and grant of a security interest in and hypothecation unto the Secured Party, its successors in trust and assigns, forever, of the Collateral in order to secure the Additional Notes and other Debtor obligations as set forth in the Security Agreement.

#### ARTICLE FIRST

##### ADDITIONS, DELETIONS AND AMENDMENTS TO THE AMENDED SECURITY AGREEMENT

(a) Recital A of the Amended Security Agreement is hereby amended by adding at the end of the first sentence the following:

"which shall be substantially in the form of the schedules attached to Amendment No. 2 to the Security Agreement-Trust Deed between Debtor and Secured Party dated August 30, 1993 ('Amendment No. 2')."

(b) Section 2.01 of the Amended Security Agreement is hereby amended by adding after the phrase "Exhibit 1 to the Loan Agreements" the phrase "with respect to the Original Notes and

Schedules A, B, C and D to Amendment No. 2 with respect to the Additional Notes".

(c) A new section is hereby added to the Amended Security Agreement immediately following Section 2.09 to read as follows:

"2.10. Trust No. 12 - 1993 Series Notes. In accordance with the provisions of Section 2.09 hereof, the Debtor hereby authorizes the issuance of \$5,553,362.01 aggregate principal amount of promissory notes to be designated as its 'Trust No. 12 - 1993 Series Notes' ("Trust No. 12 - 1993 Series Notes", which Trust No. 12 - 1993 Series Notes shall hereinafter be included within the definition of 'Additional Notes' under Section 2.09 hereof). The Trust No. 12 - 1993 Series Notes shall be in fully registered form, in the following series, with the amounts and maturities set forth below and bearing interest at a variable rate, calculated as hereinafter provided:

Series Designation	Principal Amount	Maturity
Group A	\$ 579,032.16	July 30, 2000
Group B	2,791,725.25	January 30, 2001
Group C	2,015,863.55	July 30, 2001
Group D	166,741.05	January 30, 2002

The principal amount of the Group A Notes shall be mandatorily paid semi-annually on January 30 and July 30 of each year, commencing January 30, 1994 through and including January 30, 2000, in the principal amounts reflected in the form of Group A Notes attached hereto as Schedule A and on July 30, 2000 the balance remaining outstanding of Group A Notes shall be due and owing. The principal amount of the Group B Notes shall be mandatorily paid semi-annually on January 30 and July 30 of each year, commencing January 30, 1994 through and including July 30, 2000, in the principal amounts reflected in the form of Group B Notes attached hereto as Schedule B and on January 30, 2001 the balance remaining outstanding of Group B Notes shall be due and owing. The principal amount of the Group C Notes shall be mandatorily paid semi-annually on January 30 and July 30 of each year, commencing January 30, 1994 through and including January 30, 2001, in the principal amounts reflected in the form of Group C Notes attached hereto as Schedule C and on July 30, 2001 the balance remaining outstanding of Group C Notes shall be due and owing. The principal amount of the

Group D Notes shall be mandatorily paid semi-annually on January 30 and July 30 of each year, commencing January 30, 1994 through and including July 30, 2001, in the principal amounts reflected in the Group D Notes attached hereto as Schedule D and on January 30, 2002 the balance remaining outstanding of Group D Notes shall be due and owing.

Interest on the outstanding principal balance of each Group of Notes shall accrue at a variable interest rate, adjusted semiannually, equal to the average weekly yield of thirty (30) day commercial paper during the twenty-six week period prior to each Installment Notice Date (as defined below), as published in the Federal Reserve Statistical Release H.15(519), plus 2.35%, computed on the basis of a 360 day year of twelve (12) consecutive thirty (30) day months, payable semi-annually in arrears on January 30 and July 30 of each year, commencing January 30, 1994. The holder of each Group of Notes, by the acceptance of such Notes, agrees to provide written notice to the Debtor and the Secured Party at least thirty (30) days prior to a semi-annual payment date ("Installment Notice Date") of the amount of accrued interest (including the calculation thereof) due on such semi-annual payment date and the Debtor shall pay such amount on the semi-annual payment date."

(d) Section 5.01 is hereby amended by inserting before the word "Notes" in all places where it appears, the word "Original".

(e) Section 5.04 is hereby amended by deleting the words "a 9% per annum interest factor" and inserting in lieu thereof the following: "the interest rate then in effect during the semi-annual period in which the casualty occurred" and by deleting Schedule B attached to the Original Security Agreement and the reference to "Schedule B" and inserting in lieu thereof "Schedules B-1, B-2, B-3 and B-4" attached hereto.

(f) A new section is hereby added to the Amended Security Agreement immediately following Section 5.07 to read as follows:

**"5.08. Voluntary Prepayment of Trust No. 12 - 1993 Series Notes.** The Debtor shall have the privilege of voluntarily prepaying all but not less than all of the Trust No. 12 - 1993 Series Notes at any time upon thirty (30) days prior written notice to the holder or holders at the following premium prices (expressed as a percentage of the principal

amount of the Trust No. 12 - 1993 Series Notes then outstanding), together with the interest accrued thereon to the prepayment date:

<u>Year Ending</u> <u>July 30</u>	<u>Premium</u> <u>Percentage</u>
1994	104%
1995	103%
1996	102%

and thereafter to maturity at 100%. Upon the giving of such notice, the principal amount of the Trust No. 12 - 1993 Series Notes being prepaid shall become due on the date fixed for prepayment. In the event the Debtor elects to optionally prepay the Notes, the holder of the Notes agrees, by the acceptance of such Notes, upon receipt of the notice of prepayment, to provide written notice to the Debtor and the Secured Party at least five (5) business days prior to the date of prepayment with a calculation of the actual accrued interest to the date of the prepayment."

## ARTICLE SECOND

### MISCELLANEOUS

(a) The Secured Party accepts the modifications of the Amended Security Agreement hereby effected only upon the terms and conditions set forth in the Amended Security Agreement, as supplemented and amended by this Amendment No. 2. Without limiting the generality of the foregoing, the Secured Party shall not be responsible for the correctness of the recitals herein contained, which shall be taken as the statements of the Debtor and the Secured Party makes no representations as to the validity or the sufficiency of this Amendment No. 2.

(b) This Amendment No. 2 may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

(c) This Amendment No. 2 shall be construed with and as part of the Amended Security Agreement, as amended and supplemented hereby.

(d) The Amended Security Agreement, as amended and supplemented by this Amendment No. 2, is in all respects

confirmed and shall, as so amended and supplemented, remain in full force and effect.

(e) THIS AMENDMENT NO. 2 SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS; PROVIDED, HOWEVER, THAT THE PARTIES SHALL BE ENTITLED TO ALL RIGHTS CONFERRED BY APPLICABLE FEDERAL LAW.

IN WITNESS WHEREOF, this Amendment No. 2 to Security Agreement-Trust Deed has been duly executed and delivered as of the day and year first above written.

TRUST COMPANY FOR USL, INC., not in its individual capacity but solely as trustee under the Trust Agreement (U.C. Trust No. 12) dated as of March 1, 1975, Debtor

By: Bruce Blavat  
Vice President

HARRIS TRUST AND SAVINGS BANK, an Illinois Corporation, Secured Party

By: C. Rolles  
Assistant Vice President

CORPORATE ACKNOWLEDGEMENT

STATE OF CALIFORNIA       )  
                                  )  
COUNTY OF SAN FRANCISCO )

On 8/25, 1993 before me, Kelly Eder,  
personally appeared Bruce E. Blossat, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized  
capacity, and that by his signature on the instrument, the entity  
upon whose behalf the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kelly S. Eder  
(Notary)



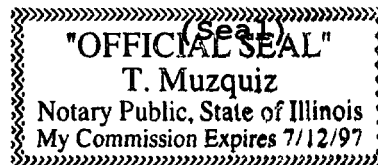
CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS       )  
                                  )  
COUNTY OF COOK        )

On 8/27, 1993 before me, I. MUZQUIZ,  
personally appeared J. POTTER, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized  
capacity, and that by his signature on the instrument, the entity  
upon whose behalf the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature T. Muzquiz  
(Notary)



Schedule A  
to  
Amendment No. 2  
to  
Security Agreement - Trust Deed

TRUST NO. 12 - 1993 SERIES NOTE

Group A

No. R-1

\$579,032.16

August 30, 1993

FOR VALUE RECEIVED the undersigned, TRUST COMPANY FOR USL, INC., not individually but solely as Trustee under Trust Agreement dated as of March 1, 1975 (the "Trustee"), promises to pay to or registered assigns (the "Lender"), the principal amount of Five Hundred Seventy-Nine Thousand Thirty-Two and 16/100 Dollars (\$579,032.16) in installments as hereinafter provided and to pay interest on the principal balance hereof from time to time outstanding, at a variable interest rate, adjusted semiannually, equal to the average weekly yield of thirty (30) day commercial paper during the twenty-six week period prior to each Installment Notice Date, as hereinafter defined, (as published in the Federal Reserve Statistical Release H.15(519)) plus 2.35%, computed on the basis of a 360 day year of twelve (12) thirty (30) day months, payable semi-annually in arrears on January 30 and July 30 of each year, commencing January 30, 1994, to and including July 30, 2000.

In connection with the calculation of the interest due on each semi-annual payment date, the holder of this Note, by the acceptance hereof, agrees to provide written notice to the Trustee, with a copy to Union Carbide Chemicals and Plastics Company, Inc. (the "Company") at 39 Old Ridgebury Road, Danbury, Connecticut 06817-0001 Attn: Treasurer, and Harris Trust and Savings Bank, the Secured Party (the "Secured Party") under the Security Agreement, as hereinafter defined, at 111 West Monroe Street, Chicago, Illinois 60690 Attn: Indenture Trust Division, at least thirty (30) days prior to a semi-annual payment date (the "Installment Notice Date") of the accrued interest (together with the calculation thereof which shall reflect the actual interest accrued for the semi-annual period) due on such semi-annual payment date and the Debtor shall pay such amount on the semi-annual payment date.

Doc. 9(a)

The principal of Group A Notes shall be paid in 14 semi-annual installments in the respective amounts set forth below (said amounts being expressed as percentages of Total Cost of each Item of Equipment relating to the Group A Notes, as such terms are defined in the Security Agreement hereinafter referred to, which adjusted Total Cost in the aggregate as of August 30, 1993, for the Group A Notes is \$2,479,748.09):

<u>Payment Date</u>	<u>Amount of Payment</u>
January 30, 1994	1.457963%
July 30, 1994	1.487693%
January 30, 1995	1.518029%
July 30, 1995	1.548983%
January 30, 1996	1.580568%
July 30, 1996	1.612797%
January 30, 1997	1.645684%
July 30, 1997	1.679242%
January 30, 1998	1.713483%
July 30, 1998	1.748423%
January 30, 1999	1.784075%
July 30, 1999	1.820455%
January 30, 2000	1.857575%

and on July 30, 2000 the balance remaining outstanding of this Note shall be due and payable. All payments of principal and interest on the Group A Notes shall be allocated among the holders of Group A Notes in proportion to the aggregate principal amount then registered in such holder's respective name.

All payments of principal and interest on this Note shall be made at the principal office of the Secured Party, 111 West Monroe Street, Chicago, Illinois 60690, in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note is one of a series of Trust No. 12 - 1993 Series Notes (the "Notes") issued or to be issued under and pursuant to Section 2.10 of that certain Security Agreement-Trust Deed dated as of March 1, 1975, as amended, (the "Security Agreement"), entered into between the Trustee and the Secured Party, as \$579,032.16 principal amount of Group A Notes, \$2,791,725.25 principal amount of Group B Notes, \$2,015,863.55 principal amount of Group C Notes and \$166,741.05 principal amount of Group D Notes, and is equally and ratably with said other Notes secured by the Security Agreement.

This Note and the holder hereof are entitled, equally and ratably with the holders of all other Notes outstanding under the Security Agreement, to all of the benefits and security

provided for by or referred to in the Security Agreement and all supplemental Security Agreements or amendments executed pursuant to the Security Agreement, to which instruments reference is made for statement thereof, including a description of the collateral, the nature and extent of the security and the right of the Secured Party, the holder or holders of the Notes and the Trustee in respect thereof. Without limiting the foregoing, for convenience of administering the collateral pursuant to Sections 5.03 and 5.05 of the Security Agreement, this Note has been issued and delivered in connection with the Equipment on Lease Supplement Number 1.

This Note is registered on the books of the Secured Party and is transferable only by surrender thereof at the principal office of the Secured Party duly endorsed or accompanied by a written instrument of transfer duly executed by the registered holder of this Note or his attorney duly authorized in writing. Payment of or on account of principal and interest on this Note shall be made only to or upon the order in writing of the registered holder.

This Note may be declared due prior to its expressed maturity date in all the events, on the terms and in the manner provided for in the Security Agreement. Voluntary prepayments may be made hereon and certain prepayments are required to be made hereon on the terms and in the manner provided for in the Security Agreement. In the event the Debtor elects to optionally prepay all of the Notes, the holder of this Note agrees, by the acceptance hereof, upon receipt of the notice of prepayment, to provide written notice to the Debtor, with a copy to the Company, and the Secured Party at least five (5) business days prior to the date of prepayment with a calculation of the actual accrued interest to the date of prepayment.

Anything in this Note, the Security Agreement, the Lease of Railroad Equipment dated as of March 1, 1975, as amended (the "Amended Lease") between the Trustee and the Company, or any certificate, opinion or document of any nature whatsoever to the contrary notwithstanding, neither the Lender nor the holder of any Note nor the Secured Party, nor the successor or assigns of any of said persons shall have any claim, remedy or right to proceed (in law or in equity) against the Trustee in its individual corporate capacity or against the Trustor (the "Trustor") under the Trust Agreement or United States Leasing International, Inc., as Agent (the "Agent") for the Trustee thereunder, or any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of, the Trustee, the Trustor or the Agent (except in the case of the Trustee and the Agent for the gross negligence or willful misconduct of the Trustee or, as the case may be, the Agent) for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by the Notes or for the

payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the Collateral (as defined in Section 1 of the Security Agreement); and the Secured Party, the Lender and the holders of the Notes by acceptance thereof waive and release any liability of the Trustee in its individual corporate capacity, the Trustor and the Agent, and any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of the Trustee, the Trustor and the Agent (except in the case of the Trustee and the Agent for the gross negligence or willful misconduct of the Trustee or, as the case may be, the Agent), for and on the account of such indebtedness or such liability and the Secured Party, the Lender and the holders of the Notes agree to look solely to the Collateral for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the right of the Secured Party under the Security Agreement to accelerate the maturity of the Notes upon a default thereunder or under the Security Agreement; to bring suit and obtain a judgment against the Trustee on the Notes (provided that neither the Trustee in its individual corporate capacity nor the Trustor nor the Agent, nor any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of the Trustee, the Trustor or the Agent, shall have any personal liability on any such judgment and the satisfaction thereof shall be limited to the Collateral, including any interest therein of the Trustee, the Trustor or the Agent) or to foreclose the lien of the Security Agreement or otherwise realize upon the Collateral described in the Security Agreement.

The Debtor hereby waives diligence, presentment, demand, protest and notice of protest, demand or dishonor and non-payment with respect to this Note.

This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

TRUST COMPANY FOR USL, INC.,  
Trustee under Trust Agreement  
dated as of March 1, 1975

By \_\_\_\_\_  
Its Vice President

FORM OF SECURED PARTY'S CERTIFICATE

This is one of the Notes referred to in the within-mentioned Security Agreement.

Dated:

HARRIS TRUST AND SAVINGS BANK,  
as Secured Party

By \_\_\_\_\_  
Authorized Officer

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAW OF ANY STATE, AND MAY BE OFFERED OR SOLD ONLY IF SO REGISTERED OR IF AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

Schedule B  
to  
Amendment No. 2  
to  
Security Agreement - Trust Deed

TRUST NO. 12 - 1993 SERIES NOTE

Group B

No. R-1

\$2,791,725.25

August 30, 1993

FOR VALUE RECEIVED the undersigned, TRUST COMPANY FOR USL, INC., not individually but solely as Trustee under Trust Agreement dated as of March 1, 1975 (the "Trustee"), promises to pay to or registered assigns (the "Lender"), the principal amount of Two Million Seven Hundred Ninety-One Thousand Seven Hundred Twenty-Five and 25/100 Dollars (\$2,791,725.25) in installments as hereinafter provided and to pay interest on the principal balance hereof from time to time outstanding, at a variable interest rate, adjusted semiannually, equal to the average weekly yield of thirty (30) day commercial paper during the twenty-six week period prior to each Installment Notice Date, as hereinafter defined, (as published in the Federal Reserve Statistical Release H.15(519)) plus 2.35%, computed on the basis of a 360 day year of twelve (12) thirty (30) day months, payable semi-annually in arrears on January 30 and July 30 of each year, commencing January 30, 1994, to and including January 30, 2001.

In connection with the calculation of the interest due on each semi-annual payment date, the holder of this Note, by the acceptance hereof, agrees to provide written notice to the Trustee, with a copy to Union Carbide Chemicals and Plastics Company, Inc. (the "Company") at 39 Old Ridgebury Road, Danbury, Connecticut 06817-0001 Attn: Treasurer, and Harris Trust and Savings Bank, the Secured Party (the "Secured Party") under the Security Agreement, as hereinafter defined, at 111 West Monroe Street, Chicago, Illinois 60690 Attn: Indenture Trust Division, at least thirty (30) days prior to a semi-annual payment date (the "Installment Notice Date") of the accrued interest (together with the calculation thereof which shall reflect the actual interest accrued for the semi-annual period) due on such semi-annual payment date and the Debtor shall pay such amount on the semi-annual payment date.

Doc. 9(b)

The principal of Group B Notes shall be paid in 15 semi-annual installments in the respective amounts set forth below (said amounts being expressed as percentages of Total Cost of each Item of Equipment relating to the Group B Notes, as such terms are defined in the Security Agreement hereinafter referred to, which adjusted Total Cost in the aggregate as of August 30, 1993, for the Group B Notes is \$11,266,372.00):

<u>Payment Date</u>	<u>Amount of Payment</u>
January 30, 1994	1.428828%
July 30, 1994	1.457964%
January 30, 1995	1.487693%
July 30, 1995	1.518029%
January 30, 1996	1.548983%
July 30, 1996	1.580568%
January 30, 1997	1.612798%
July 30, 1997	1.645685%
January 30, 1998	1.679242%
July 30, 1998	1.713483%
January 30, 1999	1.748423%
July 30, 1999	1.784075%
January 30, 2000	1.820455%
July 30, 2000	1.857576%

and on January 30, 2001 the balance remaining outstanding of this Note shall be due and payable. All payments of principal and interest on the Group B Notes shall be allocated among the holders of Group B Notes in proportion to the aggregate principal amount then registered in such holder's respective name.

All payments of principal and interest on this Note shall be made at the principal office of the Secured Party, 111 West Monroe Street, Chicago, Illinois 60690, in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note is one of a series of Trust No. 12 - 1993 Series Notes (the "Notes") issued or to be issued under and pursuant to Section 2.10 of that certain Security Agreement-Trust Deed dated as of March 1, 1975, as amended, (the "Security Agreement"), entered into between the Trustee and the Secured Party, as \$579,032.16 principal amount of Group A Notes, \$2,791,725.25 principal amount of Group B Notes, \$2,015,863.55 principal amount of Group C Notes and \$166,741.05 principal amount of Group D Notes, and is equally and ratably with said other Notes secured by the Security Agreement.

This Note and the holder hereof are entitled, equally and ratably with the holders of all other Notes outstanding under

the Security Agreement, to all of the benefits and security provided for by or referred to in the Security Agreement and all supplemental Security Agreements or amendments executed pursuant to the Security Agreement, to which instruments reference is made for statement thereof, including a description of the collateral, the nature and extent of the security and the right of the Secured Party, the holder or holders of the Notes and the Trustee in respect thereof. Without limiting the foregoing, for convenience of administering the collateral pursuant to Sections 5.03 and 5.05 of the Security Agreement, this Note has been issued and delivered in connection with the Equipment on Lease Supplement Number 2.

This Note is registered on the books of the Secured Party and is transferable only by surrender thereof at the principal office of the Secured Party duly endorsed or accompanied by a written instrument of transfer duly executed by the registered holder of this Note or his attorney duly authorized in writing. Payment of or on account of principal and interest on this Note shall be made only to or upon the order in writing of the registered holder.

This Note may be declared due prior to its expressed maturity date in all the events, on the terms and in the manner provided for in the Security Agreement. Voluntary prepayments may be made hereon and certain prepayments are required to be made hereon on the terms and in the manner provided for in the Security Agreement. In the event the Debtor elects to optionally prepay all of the Notes, the holder of this Note agrees, by the acceptance hereof, upon receipt of the notice of prepayment, to provide written notice to the Debtor, with a copy to the Company, and the Secured Party at least five (5) business days prior to the date of prepayment with a calculation of the actual accrued interest to the date of prepayment.

Anything in this Note, the Security Agreement, the Lease of Railroad Equipment dated as of March 1, 1975, as amended (the "Amended Lease") between the Trustee and the Company, or any certificate, opinion or document of any nature whatsoever to the contrary notwithstanding, neither the Lender nor the holder of any Note nor the Secured Party, nor the successor or assigns of any of said persons shall have any claim, remedy or right to proceed (in law or in equity) against the Trustee in its individual corporate capacity or against the Trustor (the "Trustor") under the Trust Agreement or United States Leasing International, Inc., as Agent (the "Agent") for the Trustee thereunder, or any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of, the Trustee, the Trustor or the Agent (except in the case of the Trustee and the Agent for the gross negligence or willful misconduct of the Trustee or, as the case may be, the Agent) for the payment of any deficiency or any other sum owing

on account of the indebtedness evidenced by the Notes or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the Collateral (as defined in Section 1 of the Security Agreement); and the Secured Party, the Lender and the holders of the Notes by acceptance thereof waive and release any liability of the Trustee in its individual corporate capacity, the Trustor and the Agent, and any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of the Trustee, the Trustor and the Agent (except in the case of the Trustee and the Agent for the gross negligence or willful misconduct of the Trustee or, as the case may be, the Agent), for and on the account of such indebtedness or such liability and the Secured Party, the Lender and the holders of the Notes agree to look solely to the Collateral for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the right of the Secured Party under the Security Agreement to accelerate the maturity of the Notes upon a default thereunder or under the Security Agreement; to bring suit and obtain a judgment against the Trustee on the Notes (provided that neither the Trustee in its individual corporate capacity nor the Trustor nor the Agent, nor any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of the Trustee, the Trustor or the Agent, shall have any personal liability on any such judgment and the satisfaction thereof shall be limited to the Collateral, including any interest therein of the Trustee, the Trustor or the Agent) or to foreclose the lien of the Security Agreement or otherwise realize upon the Collateral described in the Security Agreement.

The Debtor hereby waives diligence, presentment, demand, protest and notice of protest, demand or dishonor and non-payment with respect to this Note.

This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

TRUST COMPANY FOR USL, INC.,  
Trustee under Trust Agreement  
dated as of March 1, 1975

By \_\_\_\_\_  
Its Vice President

FORM OF SECURED PARTY'S CERTIFICATE

This is one of the Notes referred to in the within-mentioned Security Agreement.

Dated: August 30, 1993

HARRIS TRUST AND SAVINGS BANK,  
*as Secured Party*

By \_\_\_\_\_  
*Authorized Officer*

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAW OF ANY STATE, AND MAY BE OFFERED OR SOLD ONLY IF SO REGISTERED OR IF AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

Schedule C  
to  
Amendment No. 2  
to  
Security Agreement - Trust Deed

TRUST NO. 12 - 1993 SERIES NOTE

Group C

No. R-1

\$2,015,863.55

August 30, 1993

FOR VALUE RECEIVED the undersigned, TRUST COMPANY FOR USL, INC., not individually but solely as Trustee under Trust Agreement dated as of March 1, 1975 (the "Trustee"), promises to pay to or registered assigns (the "Lender"), the principal amount of Two Million Fifteen Thousand Eight Hundred Sixty-Three and 55/100 Dollars (\$2,015,863.55) in installments as hereinafter provided and to pay interest on the principal balance hereof from time to time outstanding, at a variable interest rate, adjusted semiannually, equal to the average weekly yield of thirty (30) day commercial paper during the twenty-six week period prior to each Installment Notice Date, as hereinafter defined, (as published in the Federal Reserve Statistical Release H.15(519)) plus 2.35%, computed on the basis of a 360 day year of twelve (12) thirty (30) day months, payable semi-annually in arrears on January 30 and July 30 of each year, commencing January 30, 1994, to and including July 30, 2001.

In connection with the calculation of the interest due on each semi-annual payment date, the holder of this Note, by the acceptance hereof, agrees to provide written notice to the Trustee, with a copy to Union Carbide Chemicals and Plastics Company, Inc. (the "Company") at 39 Old Ridgebury Road, Danbury, Connecticut 06817-0001 Attn: Treasurer, and Harris Trust and Savings Bank, the Secured Party (the "Secured Party") under the Security Agreement, as hereinafter defined, at 111 West Monroe Street, Chicago, Illinois 60690 Attn: Indenture Trust Division, at least thirty (30) days prior to a semi-annual payment date (the "Installment Notice Date") of the accrued interest (together with the calculation thereof which shall reflect the actual interest accrued for the semi-annual period) due on such semi-annual payment date and the Debtor shall pay such amount on the semi-annual payment date.

Doc. 9(c)

The principal of Group C Notes shall be paid in 16 semi-annual installments in the respective amounts set forth below (said amounts being expressed as percentages of Total Cost of each Item of Equipment relating to the Group C Notes, as such terms are defined in the Security Agreement hereinafter referred to, which adjusted Total Cost in the aggregate as of August 30, 1993, for the Group C Notes is \$7,700,195.03:

<u>Payment Date</u>	<u>Amount of Payment</u>
January 30, 1994	1.400266%
July 30, 1994	1.428819%
January 30, 1995	1.457954%
July 30, 1995	1.487684%
January 30, 1996	1.518020%
July 30, 1996	1.548973%
January 30, 1997	1.580558%
July 30, 1997	1.612787%
January 30, 1998	1.645674%
July 30, 1998	1.679231%
January 30, 1999	1.713472%
July 30, 1999	1.748412%
January 30, 2000	1.784064%
July 30, 2000	1.820443%
January 30, 2001	1.857564%

and on July 30, 2001 the balance remaining outstanding of this Note shall be due and payable. All payments of principal and interest on the Group C Notes shall be allocated among the holders of Group C Notes in proportion to the aggregate principal amount then registered in such holder's respective name.

All payments of principal and interest on this Note shall be made at the principal office of the Secured Party, 111 West Monroe Street, Chicago, Illinois 60690, in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note is one of a series of Trust No. 12 - 1993 Series Notes (the "Notes") issued or to be issued under and pursuant to Section 2.10 of that certain Security Agreement-Trust Deed dated as of March 1, 1975, as amended, (the "Security Agreement"), entered into between the Trustee and the Secured Party, as \$579,032.16 principal amount of Group A Notes, \$2,791,725.25 principal amount of Group B Notes, \$2,015,863.55 principal amount of Group C Notes and \$166,741.05 principal amount of Group D Notes, and is equally and ratably with said other Notes secured by the Security Agreement.

This Note and the holder hereof are entitled, equally and ratably with the holders of all other Notes outstanding under the Security Agreement, to all of the benefits and security provided for by or referred to in the Security Agreement and all supplemental Security Agreements or amendments executed pursuant to the Security Agreement, to which instruments reference is made for statement thereof, including a description of the collateral, the nature and extent of the security and the right of the Secured Party, the holder or holders of the Notes and the Trustee in respect thereof. Without limiting the foregoing, for convenience of administering the collateral pursuant to Sections 5.03 and 5.05 of the Security Agreement, this Note has been issued and delivered in connection with the Equipment on Lease Supplement Number 3.

This Note is registered on the books of the Secured Party and is transferable only by surrender thereof at the principal office of the Secured Party duly endorsed or accompanied by a written instrument of transfer duly executed by the registered holder of this Note or his attorney duly authorized in writing. Payment of or on account of principal and interest on this Note shall be made only to or upon the order in writing of the registered holder.

This Note may be declared due prior to its expressed maturity date in all the events, on the terms and in the manner provided for in the Security Agreement. Voluntary prepayments may be made hereon and certain prepayments are required to be made hereon on the terms and in the manner provided for in the Security Agreement. In the event the Debtor elects to optionally prepay all of the Notes, the holder of this Note agrees, by the acceptance hereof, upon receipt of the notice of prepayment, to provide written notice to the Debtor, with a copy to the Company, and the Secured Party at least five (5) business days prior to the date of prepayment with a calculation of the actual accrued interest to the date of prepayment.

Anything in this Note, the Security Agreement, the Lease of Railroad Equipment dated as of March 1, 1975, as amended (the "Amended Lease") between the Trustee and the Company, or any certificate, opinion or document of any nature whatsoever to the contrary notwithstanding, neither the Lender nor the holder of any Note nor the Secured Party, nor the successor or assigns of any of said persons shall have any claim, remedy or right to proceed (in law or in equity) against the Trustee in its individual corporate capacity or against the Trustor (the "Trustor") under the Trust Agreement or United States Leasing International, Inc., as Agent (the "Agent") for the Trustee thereunder, or any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of, the Trustee, the Trustor or the Agent (except in the case of the Trustee and the Agent for the gross negligence or

willful misconduct of the Trustee or, as the case may be, the Agent) for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by the Notes or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the Collateral (as defined in Section 1 of the Security Agreement); and the Secured Party, the Lender and the holders of the Notes by acceptance thereof waive and release any liability of the Trustee in its individual corporate capacity, the Trustor and the Agent, and any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of the Trustee, the Trustor and the Agent (except in the case of the Trustee and the Agent for the gross negligence or willful misconduct of the Trustee or, as the case may be, the Agent), for and on the account of such indebtedness or such liability and the Secured Party, the Lender and the holders of the Notes agree to look solely to the Collateral for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the right of the Secured Party under the Security Agreement to accelerate the maturity of the Notes upon a default thereunder or under the Security Agreement; to bring suit and obtain a judgment against the Trustee on the Notes (provided that neither the Trustee in its individual corporate capacity nor the Trustor nor the Agent, nor any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of the Trustee, the Trustor or the Agent, shall have any personal liability on any such judgment and the satisfaction thereof shall be limited to the Collateral, including any interest therein of the Trustee, the Trustor or the Agent) or to foreclose the lien of the Security Agreement or otherwise realize upon the Collateral described in the Security Agreement.

The Debtor hereby waives diligence, presentment, demand, protest and notice of protest, demand or dishonor and non-payment with respect to this Note.

This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

TRUST COMPANY FOR USL, INC.,  
Trustee under Trust Agreement  
dated as of March 1, 1975

By \_\_\_\_\_  
Its Vice President

FORM OF SECURED PARTY'S CERTIFICATE

This is one of the Notes referred to in the within-mentioned Security Agreement.

Dated: August 30, 1993

HARRIS TRUST AND SAVINGS BANK,  
as Secured Party

By \_\_\_\_\_  
Authorized Officer

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAW OF ANY STATE, AND MAY BE OFFERED OR SOLD ONLY IF SO REGISTERED OR IF AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

Schedule D  
to  
Amendment No. 2  
to  
Security Agreement - Trust Deed

TRUST NO. 12 - 1993 SERIES NOTE

Group D

No. R-1

\$166,741.05

August 30, 1993

FOR VALUE RECEIVED the undersigned, TRUST COMPANY FOR USL, INC., not individually but solely as Trustee under Trust Agreement dated as of March 1, 1975 (the "Trustee"), promises to pay to or registered assigns (the "Lender"), the principal amount of One Hundred Sixty-Six Thousand Seven Hundred Forty-One and 05/100 Dollars (\$166,741.05) in installments as hereinafter provided and to pay interest on the principal balance hereof from time to time outstanding, at a variable interest rate, adjusted semiannually, equal to the average weekly yield of thirty (30) day commercial paper during the twenty-six week period prior to each Installment Notice Date, as hereinafter defined, (as published in the Federal Reserve Statistical Release H.15(519)) plus 2.35%, computed on the basis of a 360 day year of twelve (12) thirty (30) day months, payable semi-annually in arrears on January 30 and July 30 of each year, commencing January 30, 1994, to and including January 30, 2002.

In connection with the calculation of the interest due on each semi-annual payment date, the holder of this Note, by the acceptance hereof, agrees to provide written notice to the Trustee, with a copy to Union Carbide Chemicals and Plastics Company, Inc. (the "Company") at 39 Old Ridgebury Road, Danbury, Connecticut 06817-0001 Attn: Treasurer, and Harris Trust and Savings Bank, the Secured Party (the "Secured Party") under the Security Agreement, as hereinafter defined, at 111 West Monroe Street, Chicago, Illinois 60690 Attn: Indenture Trust Division, at least thirty (30) days prior to a semi-annual payment date (the "Installment Notice Date") of the accrued interest (together with the calculation thereof which shall reflect the actual interest accrued for the semi-annual period) due on such semi-annual payment date and the Debtor shall pay such amount on the semi-annual payment date.

Doc. 9(d)

The principal of Group D Notes shall be paid in 17 semi-annual installments in the respective amounts set forth below (said amounts being expressed as percentages of Total Cost of each Item of Equipment relating to the Group D Notes, as such terms are defined in the Security Agreement hereinafter referred to, which adjusted Total Cost in the aggregate as of August 30, 1993, for the Group D Notes is \$605,189.79:

<u>Payment Date</u>	<u>Amount of Payment</u>
January 30, 1994	1.372293%
July 30, 1994	1.400276%
January 30, 1995	1.428829%
July 30, 1995	1.457965%
January 30, 1996	1.487694%
July 30, 1996	1.518030%
January 30, 1997	1.548984%
July 30, 1997	1.580569%
January 30, 1998	1.612799%
July 30, 1998	1.645686%
January 30, 1999	1.679243%
July 30, 1999	1.713484%
January 30, 2000	1.748424%
July 30, 2000	1.784077%
January 30, 2001	1.820456%
July 30, 2001	1.857577%

and on January 30, 2002 the balance remaining outstanding of this Note shall be due and payable. All payments of principal and interest on the Group D Notes shall be allocated among the holders of Group D Notes in proportion to the aggregate principal amount then registered in such holder's respective name.

All payments of principal and interest on this Note shall be made at the principal office of the Secured Party, 111 West Monroe Street, Chicago, Illinois 60690, in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note is one of a series of Trust No. 12 - 1993 Series Notes (the "Notes") issued or to be issued under and pursuant to Section 2.10 of that certain Security Agreement-Trust Deed dated as of March 1, 1975, as amended, (the "Security Agreement"), entered into between the Trustee and the Secured Party, as \$579,032.16 principal amount of Group A Notes, \$2,791,725.25 principal amount of Group B Notes, \$2,015,863.55 principal amount of Group C Notes and \$166,741.05 principal amount of Group D Notes, and is equally and ratably with said other Notes secured by the Security Agreement.

This Note and the holder hereof are entitled, equally and ratably with the holders of all other Notes outstanding under the Security Agreement, to all of the benefits and security provided for by or referred to in the Security Agreement and all supplemental Security Agreements or amendments executed pursuant to the Security Agreement, to which instruments reference is made for statement thereof, including a description of the collateral, the nature and extent of the security and the right of the Secured Party, the holder or holders of the Notes and the Trustee in respect thereof. Without limiting the foregoing, for convenience of administering the collateral pursuant to Sections 5.03 and 5.05 of the Security Agreement, this Note has been issued and delivered in connection with the Equipment on Lease Supplement Number 4.

This Note is registered on the books of the Secured Party and is transferable only by surrender thereof at the principal office of the Secured Party duly endorsed or accompanied by a written instrument of transfer duly executed by the registered holder of this Note or his attorney duly authorized in writing. Payment of or on account of principal and interest on this Note shall be made only to or upon the order in writing of the registered holder.

This Note may be declared due prior to its expressed maturity date in all the events, on the terms and in the manner provided for in the Security Agreement. Voluntary prepayments may be made hereon and certain prepayments are required to be made hereon on the terms and in the manner provided for in the Security Agreement. In the event the Debtor elects to optionally prepay all of the Notes, the holder of this Note agrees, by the acceptance hereof, upon receipt of the notice of prepayment, to provide written notice to the Debtor, with a copy to the Company, and the Secured Party at least five (5) business days prior to the date of prepayment with a calculation of the actual accrued interest to the date of prepayment.

Anything in this Note, the Security Agreement, the Lease of Railroad Equipment dated as of March 1, 1975, as amended (the "Amended Lease") between the Trustee and the Company, or any certificate, opinion or document of any nature whatsoever to the contrary notwithstanding, neither the Lender nor the holder of any Note nor the Secured Party, nor the successor or assigns of any of said persons shall have any claim, remedy or right to proceed (in law or in equity) against the Trustee in its individual corporate capacity or against the Trustor (the "Trustor") under the Trust Agreement or United States Leasing International, Inc., as Agent (the "Agent") for the Trustee thereunder, or any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of, the Trustee, the Trustor or the Agent (except in the case of the Trustee and the Agent for the gross negligence or

willful misconduct of the Trustee or, as the case may be, the Agent) for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by the Notes or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the Collateral (as defined in Section 1 of the Security Agreement); and the Secured Party, the Lender and the holders of the Notes by acceptance thereof waive and release any liability of the Trustee in its individual corporate capacity, the Trustor and the Agent, and any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of the Trustee, the Trustor and the Agent (except in the case of the Trustee and the Agent for the gross negligence or willful misconduct of the Trustee or, as the case may be, the Agent), for and on the account of such indebtedness or such liability and the Secured Party, the Lender and the holders of the Notes agree to look solely to the Collateral for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the right of the Secured Party under the Security Agreement to accelerate the maturity of the Notes upon a default thereunder or under the Security Agreement; to bring suit and obtain a judgment against the Trustee on the Notes (provided that neither the Trustee in its individual corporate capacity nor the Trustor nor the Agent, nor any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of the Trustee, the Trustor or the Agent, shall have any personal liability on any such judgment and the satisfaction thereof shall be limited to the Collateral, including any interest therein of the Trustee, the Trustor or the Agent) or to foreclose the lien of the Security Agreement or otherwise realize upon the Collateral described in the Security Agreement.

The Debtor hereby waives diligence, presentment, demand, protest and notice of protest, demand or dishonor and non-payment with respect to this Note.

This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

TRUST COMPANY FOR USL, INC.,  
Trustee under Trust Agreement  
dated as of March 1, 1975

By \_\_\_\_\_  
Its Vice President

FORM OF SECURED PARTY'S CERTIFICATE

This is one of the Notes referred to in the within-mentioned Security Agreement.

Dated: August 30, 1993

HARRIS TRUST AND SAVINGS BANK,  
*as Secured Party*

By \_\_\_\_\_  
*Authorized Officer*

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAW OF ANY STATE, AND MAY BE OFFERED OR SOLD ONLY IF SO REGISTERED OR IF AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

**TRUSTOR PARTICIPATION**  
**FOR EQUIPMENT CORRESPONDING**  
**TO GROUP A NOTES**

<u>Periodic Rent Installment Payment Date Number</u>	<u>Trustor Participation (Expressed as a Percentage of the Total Cost of an Item of Equipment)</u>
37	1.711266
38	1.747145
39	1.783756
40	1.821112
41	1.859231
42	1.898127
43	1.937817
44	1.978315
45	2.019640
46	2.061806
47	2.104834
48	2.148737
49	2.193538
50	2.239250

SCHEDULE B-1  
(to Security Agreement)

**TRUSTOR PARTICIPATION**  
**FOR EQUIPMENT CORRESPONDING**  
**TO GROUP B NOTES**

<u>Periodic Rent Installment</u> <u>Payment Date Number</u>	<u>Trustor Participation</u> <u>(Expressed as a Percentage</u> <u>of the Total Cost of</u> <u>an Item of Equipment)</u>
36	1.676104
37	1.711266
38	1.747145
39	1.783756
40	1.821112
41	1.859231
42	1.898127
43	1.937817
44	1.978315
45	2.019640
46	2.061806
47	2.104834
48	2.148737
49	2.193538
50	2.239250

SCHEDULE B-2  
(to Security Agreement)

**TRUSTOR PARTICIPATION**  
**FOR EQUIPMENT CORRESPONDING**  
**TO GROUP C NOTES**

<u>Periodic Rent Installment</u> <u>Payment Date Number</u>	<u>Trustor Participation</u> <u>(Expressed as a Percentage</u> <u>of the Total Cost of</u> <u>an Item of Equipment)</u>
35	1.641646
36	1.676104
37	1.711266
38	1.747145
39	1.783756
40	1.821112
41	1.859231
42	1.898127
43	1.937817
44	1.978315
45	2.019640
46	2.061806
47	2.104834
48	2.148737
49	2.193538
50	2.239250

SCHEDULE B-3  
(to Security Agreement)

**TRUSTOR PARTICIPATION**  
**FOR EQUIPMENT CORRESPONDING**  
**TO GROUP D NOTES**

<u>Periodic Rent Installment</u> <u>Payment Date Number</u>	<u>Trustor Participation</u> <u>(Expressed as a Percentage</u> <u>of the Total Cost of</u> <u>an Item of Equipment)</u>
34	1.607873
35	1.641646
36	1.676104
37	1.711266
38	1.747145
39	1.783756
40	1.821112
41	1.859231
42	1.898127
43	1.937817
44	1.978315
45	2.019640
46	2.061806
47	2.104834
48	2.148737
49	2.193538
50	2.239250

SCHEDULE B-4  
(to Security Agreement)